

1. **FINANCE CHARGE AND PAYMENT**
 - a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
 - b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Amount Financed, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
 - c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front of this contract on the assumption that you will make a payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
 - d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, to the extent permitted by law you agree to repay the amount when we ask for it.
- c. **Security Interest.** You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we make with you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our entire interest in the vehicle as well as yours. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we will buy insurance that covers your interest and ours in the vehicle. We will tell you the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to attorney's, insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. The term "late" commercial tractor means a tractor or used tractor vehicle, excluding a recreational vehicle, which is (i) a truck or truck tractor having a manufacturer's gross vehicle weight of thirteen thousand (13,000) pounds or more, or (ii) a semi-truck or trailer designed for use in combination with a truck or truck tractor. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You give false or misleading information on a credit application;
 - You file for bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** If you default and we have to go to court to recover the vehicle, you will owe reasonable attorney fees and court costs as the law allows. You will also pay any attorney fees and court costs a court awards us.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle, to take the vehicle, any accessories, equipment, and replace any parts or equipment with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If we repossess the vehicle, you may get it back by paying the unpaid part of the Amount Financed plus any earned and unpaid part of the Finance Charge, any late charges, and any other amounts due because you defaulted (reinstate). Your right to redeem ends when we sell the vehicle. We will tell you how much to pay to redeem.

If we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and any other amounts due because you defaulted (reinstate). We will tell you if you may reinstate and how much to pay if you may.

f. We will sell the vehicle if you do not get it back. If you do not redeem, or, at our option, reinstate, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses to pay as direct costs of selling the vehicle, holding it, preparing it for sale, and selling it, as the law allows. Reasonable attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you may have to pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

h. Summary Notice Regarding Prepayment, Rebate of Finance Charge and Reinstatement: You may prepay all or part of the amount you owe under this contract without penalty. If you do so, you only have to pay the earned and unpaid part of the finance charge and all other amounts due up to the date of your payment. Unearned finance charges will not be rebated under this contract because there will never be any unearned finance charges to rebate. If you default and we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and expenses (reinstate).

4. WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. The following paragraph also does not apply at all if you bought the vehicle primarily for personal, family, or household use.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información en la etiqueta que viene en la parte delantera del vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using a recorded telephone message, text message, or an automatic telephone dialing system, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. RIGHT TO RECEIVE STATEMENT OF ACCOUNT Upon your request, we will provide you a statement of account that shows all amounts due on your account history, including any charges and credits to your account. It will also show amounts that are due at the time of your request and information regarding future payments. We will provide you one statement of account at no cost. We may charge you our reasonable costs for any additional statements requested, as the law allows. Your right to receive a statement of account ends one year after termination of the contract.

8. ADDITIONAL RIGHTS

If you encounter a problem, you may have additional rights under the Unfair Trade Practices and Consumer Protection Law, which is enforced by the Pennsylvania Office of Attorney General, Bureau of Consumer Protection.

9. APPLICABLE LAW

Federal law and the law of the state of the Seller's address shown on the front of this contract apply to this contract.

dealertrack

title management system
Capital One Auto Finance

Search Work Queues Reports Utilities User Setup

Home Help Resources Contact Log out

Perfected

Account

Actions

LOAN

VIN/HIN: **SNPE24AF5HH508697** Status: **Perfected (PT)** Titling State: **PA** Year: **2017**
Account: [REDACTED] Loan: [REDACTED] LoanSuffix: [REDACTED] Branch: [REDACTED] Make: **HYUN SONA** Model: **TA**

Overview

Primary customer: **MCGANN, STEPHEN W**
Secondary customer:
Home phone: [REDACTED]
Address: **1609 W LINCOLN HWY
LANGHORNE, PA 19047**
Alert when perfected: Client CMS
Originator: **PLA**
App. ID: [REDACTED]
User Defined 3:
Lienholder Status Code:
Business Unit:
Dealer ID/Name: [REDACTED] **FRED BEANS HYUNDAI OF LANGHORN** Expected Contract Type:
Recovery type:
Recovery Status date:
Amount Financed: **27894.86**
Financed date: **09/14/2017**
Booked date: **09/14/2017**
Expected payoff date: **09/26/2023**
Payoff date:
Perfected date: **9/27/2017**
Loan Balance
State: **PA**
Account subtype: Loan (F)

Customers

	Order	Order	Name	Type	Home Phone	Business Phone	Address
Edit	1	▼	MCGANN, STEPHEN W	PERSON	[REDACTED]		1609 W LINCOLN HWY LANGHORNEPA19047

Property

VIN/HIN	Make	Model	Year	Odometer	Damaged?	Damaged Date	Insurance Total Loss?	Insurance Total Loss Date	Account Collateral Type
SNPE24AF5HH508697	HYUN SONA	TA	2017		<input type="checkbox"/>		<input type="checkbox"/>		VEH

Dealer Info

ID: [REDACTED]
Name: **FRED BEANS HYUNDAI OF LANGHORN**
Address: **1106 EAST LINCOLN HIGHWAY
LANGHORNE, PA 19047**
Phone: [REDACTED]
Fax: [REDACTED]
EMail: [REDACTED]
Type: **DEALER**
Status: **ACTIVE**
Dealership:
Contact Name: **SEAN LIPSCHULTZ**
Contact Phone: [REDACTED]
Note: [REDACTED]

Lien Filing

Release

Duplicate Title

Request Date: Action Date:
Status: Last Worked By:
State: Required State Forms:
Reason Requesting Dept:
Operations Code: Billable:

Follow Up

[Client Activities](#)

Direct Lending Services

Additional Documents

Additional Documents do not exist for this account

Obsolete Docs

Title	Actions
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VIN/HIN: **5NPE24AF5HH508697** State: **PA** Title Number: **78067081**
Year: **2017** Make/Builder: **HYUN** Model: **SON**

Title-Electronic
Perfecting

Overview

Owner(s): **MCGANN,STEPHEN W** Closed Date:
Lienholder: **CAPITAL ONE AUTO FINANCE** Closed Reason:
Match Type: **AUTOMATIC** Document Location:
Match Date: **9/27/2017**
Issuance Date: **9/27/2017**
Imported Date: **9/27/2017**

Owners

Property

Liens

Name	Address	Lienholder ID	Lien Date	Lien Expiration Date
CAPITAL ONE AUTO FINANCE	PO BOX 660068 Sacramento, CA 95866	[REDACTED]		9/26/2023

Title Maint

Notes (Date/Time stamps in this section reflect Pacific Time)

[Add Note](#)

Notes

Show All Show User Notes Only Show Activity History Only

Date	User	Context	Activity	Note
09/27/2017 04:59 AM	System	Client Export	Send Upload File	Sent upload file to Lender.
09/27/2017 04:59 AM	System	State Import	Create Title	Received electronic document from State.

Date	User	Context	Activity	Note
09/27/2017 04:59 AM	System	State Import	Perfect Account	Account and Document were automatically matched.
09/15/2017 04:11 AM	System	Client Import	Create Account	Account created via a Client Import file.

Work Items

N.A.D.A. Official Used Car Guide
Vehicle Valuation

Print Date: October 29, 2020

Customer: McGann, Stephen

File No.: COAF-1316882

Vehicle Description: 2017 HYUNDAI Sonata Sedan 4D SE I4

VIN: 5NPE24AF5HH508697

Base Values

Retail: \$ 14350.00 Wholesale/Trade-in: \$ 12200.00

Optional Equipment/Adjustments

Estimated Miles 45000 \$ 625.00

Total Adjusted N.A.D.A. Used Car Guide Values

Retail: \$ 14975.00 Retail/Wholesale Average: \$ 13900.00

Reference 09/2020 Eastern